

RESOLUTION NO. 49-1995
MILWAUKIE, OREGON

**A RESOLUTION OF THE CITY OF MILWAUKIE, OREGON ADOPTING THE
INTERGOVERNMENTAL AGREEMENT TO PARTICIPATE IN THE
CLACKAMAS INTERAGENCY SPECIAL INVESTIGATIONS UNIT.**

WHEREAS, the City Council finds that securing the benefits of an Interagency Special Investigations Unit to investigate criminal activity in narcotics trafficking, organized crime and other similar investigations needing specialized personnel and equipment within the jurisdiction of the Clackamas County Sheriff's Office and other participating Law Enforcement agencies is of benefit to the City;

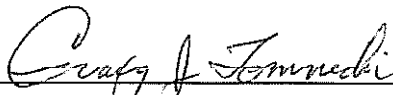
WHEREAS, participation in the Clackamas Interagency Special Investigations Unit would accomplish the 1995-1997 City Council's goal to "Implement Community Oriented Police Services (COPS) Plan, with emphasis on drug-related crimes, bias crimes and vehicle speeding";

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MILWAUKIE THAT:**

Section 1. It is in the best interest of its citizens that the City of Milwaukie participate in the Intergovernmental Agreement, as described in Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2: The Chief of Police of the City of Milwaukie is hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Milwaukie.


Introduced and adopted by the City Council of the City of Milwaukie, Oregon
on November 7, 1995.



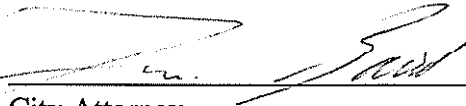
Craig Lomnicki, Mayor

ATTEST:

APPROVED AS TO FORM:



Pat DuVal, City Recorder



City Attorney

INTERGOVERNMENTAL AGREEMENT

This document constitutes an Agreement between the Clackamas County Sheriff's Department, Special Investigations Unit, the Milwaukie Police Department (MPD), the Lake Oswego Police Department (LOPD), and/or other Law Enforcement agencies within Clackamas County to the Special Investigations Unit to investigate narcotic violations. The Clackamas County Sheriff's Department Special Investigations Unit shall be responsible for the investigation of criminal activity in narcotics trafficking, organized crime and other similar investigations needing specialized personnel and equipment within the jurisdiction of the Clackamas County Sheriff's Office, and other participating Law Enforcement agencies.

To carry out the elements of this joint operation, the Clackamas County Sheriff's Office, the Milwaukie and Lake Oswego Police Departments and other participating Law Enforcement Agencies agree as follows:

- A. **UNIT NAME.** The combined unit is titled the "Clackamas Interagency Special Investigations Unit" CISIU. The Clackamas County Sheriff's office shall provide the proper administrative management and operations supervision for the combined unit. The unit will be housed at the Clackamas County Sheriff's Office. The Clackamas Interagency Special Investigations Unit is responsible for investigations into narcotics activities, (the selling, manufacture, growing, distribution, possession or sale, or possession for distribution of controlled substances) and other special investigations such (criminal activity committed by organized criminal groups, sting operations, etc. for the Clackamas County Sheriff's Office, the Milwaukie and Lake Oswego Police Departments.
- B. **MANPOWER ALLOCATION.** The Clackamas County Sheriff's Office shall assign one (1) sergeant and no less than three (3) sworn deputies forty (40) hours per person per week.
 1. The Milwaukie and Lake Oswego Police Departments shall assign at least one (1) Milwaukie and one (1) Lake Oswego Police Officer to the Special Investigations Unit for at least forty (40) hours per week. The length of assignment shall be one and one half years (or longer if approved by the Milwaukie/Lake Oswego Chief of Police) unless it is deemed inappropriate for that officer to stay based on performance objectives and unit cohesiveness considerations. After one and one half years the Milwaukie/Lake Oswego Chief of Police shall rotate in another Milwaukie and Lake Oswego Police officer after consultation with the Special Investigations Unit Manager.
 2. The parties recognize that it is essential that the personnel in this unit be compatible to ensure an effective operation. Therefore, the Milwaukie and Lake Oswego Police Departments shall recommend the personnel from the Milwaukie/Lake Oswego Police Departments to be assigned. The decision of which officers are appointed to the Special Investigations Unit shall rest with the Milwaukie and Lake Oswego Chief of Police after review by and upon consultation with the Special Investigations Unit Manager. The decision as to whether the officer from the Milwaukie or Lake Oswego Police Departments stays with the Clackamas County Sheriff's Office Special Investigations Unit for the entire one and one half years rests with the unit manager and administrators of the participating agency.
 3. The Special Investigations Unit manager will be responsible to accumulate necessary information for personnel evaluations and routine administrative reports required for all officers assigned to the Special Investigations Unit, including members of the Milwaukie and Lake Oswego Police Departments and any other participating Law Enforcement Agency. The

personnel evaluation information will be furnished to the respective supervisor of the officers participating in this inter-agency agreement. It will be their responsibility to forward the personnel evaluations to the participating agencies Chief Administrator for his/her review.

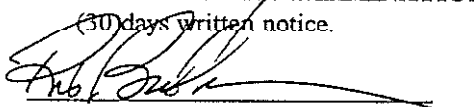
4. The Clackamas County sheriff's Office and the Milwaukie and Lake Oswego Police officers assigned shall schedule their time off, vacations, and training through the Special Investigations Unit manager.
 5. If a participating Law Enforcement agency in this agreement should have a major criminal investigation, such as Homicide or Officer Involved Shooting, it may be necessary for that agencies person assigned to the Clackamas County Special Investigative Unit to assist with the investigation.
- C. **EQUIPMENT.** The Clackamas County Sheriff's Office shall provide specialized equipment such as body transmitters, Surveillance equipment, raid vests, raid jackets, raid T-shirts and vehicle tracking devices.
- D. **FORFEITURES.** The Clackamas County Sheriff's Office, the Milwaukie, Lake Oswego Police Departments and other participating Law Enforcement agencies agree that forfeited proceeds resulting from the investigations of the joint Special Investigations Unit will be distributed on a case by case bases once the case is adjudicated, both criminally and/or civilly. When joint Federal and Special Investigations Unit investigations result in asset seizures under the federal statute, the Clackamas County Sheriff's Office and the Milwaukie and Lake Oswego Police Departments shall jointly apply to the United States Attorney's Office or other responsible federal agencies for participation in the forfeiture of the assets. Once awarded, the assets shall be distributed to the respective agencies by mutual agreement between the Sheriff, the Milwaukie and Lake Oswego Police Departments or other participating cities Law Enforcement agencies in this agreement.
- The Clackamas County Sheriff's Office, the Milwaukie and Lake Oswego Police Departments agree that if the agreement is terminated, the funds and vehicles resulting from the forfeitures by the joint Special Investigations Unit shall be divided in accordance with the formula based on manpower contribution by each agency within the unit at the time of the termination of the agreement, (for example: if the Clackamas County Sheriff's Office assigns four persons and the Milwaukie and Lake Oswego Police Departments assigns one person each, the fund would be distributed at a rate of 66.6% return to the Clackamas County Sheriff's Office and 16.7% return to the Milwaukie Police Department and 16.7% to the Lake Oswego Police Department).
- E. **CISIU EVIDENCE HANDLING.** Evidence will be handled through the Lead Agency (the agency who developed the case) or, if approved by the CISIU supervisor, may be handled through the Clackamas County Sheriff's Office. If handled through the Clackamas County Sheriff's Office all reports and evidence handling will follow the Clackamas County Sheriff's Office policy and procedures.
- F. **OVERTIME.** All parties agree that overtime expenditures for investigative purposes are a legitimate law enforcement expenditure and, therefore, is within the scope of this Letter of Agreement. Overtime accrued will be paid by each participating agency to their respective employee assigned to the Special Investigative Unit.
- G. **MONTHLY REPORTS.** The Sheriff and Chief of Police shall receive a monthly report from the Special Investigations Unit manager detailing operational activities, seizures, arrests, CIVIL FORFEITURE activities, and other information deemed pertinent to the activities of the Special Investigations Unit.

H. **RISK ALLOCATION.** Each party agrees to indemnify the others from each and every claim which the indemnitor would be legally liable to pay if: (a) a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made; and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible. This mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity which may exist in favor of any party under Oregon law, and the right to indemnity extends to officers, employees and agents of the indemnitee party for claims made against them because of their actions or capacity as such. "Indemnify," as used herein, means to indemnify, defend, and save harmless.

I. **EMPLOYEE COMPENSATION AND BENEFITS.** Each party shall be solely responsible for providing compensation to its employee, payment of employment related taxes and insurance, and for provision of mandated and contracted benefit to the same extent as though the employee was not assigned to CISIU. Each party's Workers Compensation coverage shall apply to its own employees; no employee other than employees of the host agency shall be entitled to Workers' Compensation, unemployment, retirement, or other insurance and benefits provided by the host agency.

J. **ADDITION OF OTHER AGENCIES.** Any other law enforcement agency with jurisdiction in Clackamas County may, with the approval of the Clackamas County Sheriff's Office, may become a party to this Agreement upon providing to the host agency a written, unconditional acceptance of all of the provisions of this Agreement. Upon addition of another agency under this paragraph, the administrator of the host agency shall promptly notify all other parties. Each such new agency shall have full rights of participation on the policy board from and after the date on which its written acceptance of this Agreement is filed with the host agency.

K. **AGREEMENT TERMINATION.** This agreement may be terminated by either party upon thirty (30) days written notice.


RIS BRADSHAW, Sheriff
Clackamas County Sheriff's Office

10/11/95

DATE

BRENT COLLIER, Police Chief
Milwaukie Police Department

DATE

LES YOUNGBAR, Police Chief
Lake Oswego Police Department

DATE